

Lacoste, David

From: Tim.Smoak@comporium.com
Sent: Thursday, July 24, 2003 12:46 PM
To: Lacoste, David
Subject: RHTC-Cricket Interconnect Agreement Submission...

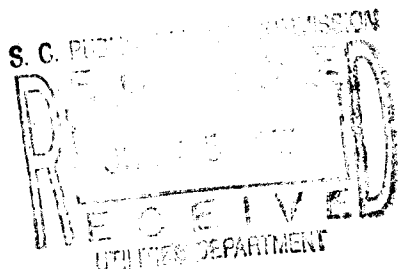
David,

Per our conversation earlier today, I have attached the cover letter and the interconnection agreement for filing, consideration, and approval by the SC Public Service Commission.

If there are any questions regarding these, please contact me at 803-326-7275.

Thanks,
Tim

7/24/2003



July 24, 2003

203 7-2503

Companies	Comporium Communications Comporium Long Distance Comporium Security Comporium Data Services Comporium Telecom Comporium Publishing
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330 East Black Street
Rock Hill, SC 29731
803 324 6039
803 324 6222 Fax

Mr. Gary Walsh
Executive Director
South Carolina Public Service Commission
Saluda Building
101 Executive Center Dr., Suite 100
Columbia, SC 29210

RE: Request for Approval of CMRS Interconnection Agreement

Dear Mr. Walsh:

Attached for filing and approval is the interconnection agreement negotiated between Rock Hill Telephone Company dba Comporium Communications and Cricket Communications, Inc.

Both parties believe this agreement complies with the Telecommunications Act of 1996 and seek approval under Section 252(e) of the Act.

If any additional information is required, please let us know.

Respectfully submitted,

William T. Smoak
Interconnection Services

Attachment

I:\Public\Utilities\Interconnection Agreements\Comporium

ROCK HILL TELEPHONE COMPANY
AND
CRICKET COMMUNICATIONS, INC.

AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR TRANSPORT AND TERMINATION AND
RECIPROCAL COMPENSATION OF LOCAL SERVICE AREA TRAFFIC

AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR TRANSPORT AND TERMINATION AND
RECIPROCAL COMPENSATION OF LOCAL SERVICE AREA TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Transport and Termination and Reciprocal Compensation of Local Service Area Traffic ("Agreement"), Rock Hill Telephone Company ("Rock Hill") and Cricket Communications, Inc. ("Cricket") will interconnect their respective networks for the purpose of exchanging traffic as specified below. Cricket and Rock Hill are individually referred to herein as "Party" or collectively as "Parties."

WHEREAS, Cricket is a CMRS provider licensed by the FCC to provide CMRS;
and

WHEREAS, Rock Hill is an incumbent local exchange carrier ("LEC") providing telecommunications services in the State of South Carolina; and

WHEREAS, the Parties need to interconnect their facilities for the purpose of exchanging traffic as specified below; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rock Hill and Cricket hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and from time to time implemented by the duly authorized rules and regulations of the FCC or the Commission.

1.2 "Affiliate" is as defined in the Act.

- 1.3** “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
- (a) “End Office Switches” which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and
 - (b) “Tandem Office Switches” which are used to connect and switch trunk circuits between and among other Central Office Switches.
- A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.4** “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in Part 22 of the FCC’s Rules.
- 1.5** “Commission” means the South Carolina Public Service Commission.
- 1.6** “Common Channel Interoffice Signaling” or “CCIS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven (“SS7”).
- 1.7** “DS1” is a digital signal rate of 1.544 Mbps (Megabits Per Second).
- 1.8** “DS3” is a digital signal rate of 44.736 Mbps.
- 1.9** “FCC” means the Federal Communications Commission.
- 1.10** “Interconnection” for purposes of this Agreement is the linking of the Cricket and Rock Hill networks for the exchange of traffic.
- 1.11** “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, interLATA or intraLATA telephone toll services.
- 1.12** “Intermediary Function” is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than Rock Hill or another telecommunications company such as a CMRS provider other than Cricket through the network of Rock Hill or Cricket from or to an end user of Rock Hill or Cricket.

- 1.13 "Local Access and Transport Area" or "LATA" is as defined in the Act.
- 1.14 "Local Service Area" is defined as for
- (a) Cricket, the geographic area defined by MTA 6 within which Cricket provides CMRS Services. Local Interconnection rates apply for traffic originating and terminating within this MTA.
 - (b) Rock Hill, its entire service area within South Carolina and within MTA 6, as of the date of this Agreement.
- 1.15 "Local Service Area Traffic" is defined for the purposes of this Agreement this Agreement and for the purpose of Reciprocal Compensation under this Agreement as traffic which is originated by an end user of one Party and terminates to an end user of the other Party within the other Party's Local Service Area, provided that the end user of Cricket is a two-way CMRS customer.
- 1.16 "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.17 "Major Trading Area" or "MTA" means Major Trading Area as defined by the FCC in Section 51.701(b)(2) of its rules or any succeeding provision.
- 1.18 "NXX" means a three-digit code valid within an area code which appears as the first three digits of a seven digit telephone number with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.
- 1.19 Non-party carrier means any carrier other than those stated in 1.20.
- 1.20 "Party" means either Rock Hill or Cricket, and "Parties" means Rock Hill and Cricket.
- 1.21 "Point of Interconnection" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two carriers takes place.
- 1.22 "Reciprocal Compensation" is as described in the Act.
- 1.23 "Telecommunications" is as defined in the Act.
- 1.24 "Telecommunications Carrier" is as defined in the Act.
- 1.25 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more NPA-NXX codes that

have been assigned to a Party for its provision of telecommunications services. The geographic point identified by a specific V&H coordinate is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center. The Rate Center is used to determine toll charges, if any, each party charges its own end users.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Cricket's, Rock Hill's or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

- 3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect Cricket's CMRS network and Rock Hill's LEC network for the purposes of transporting and terminating local telecommunications traffic and related signaling.
 - 3.1.1 This includes: 1) Local Service Area Traffic originating on Cricket's network and terminating on Rock Hill's network ("CMRS to LEC"); and 2) Local Service Area Traffic originating on Rock Hill's network and terminating on Cricket's network.
- 3.2 The exchange of traffic, which does not originate and terminate from the Local Service Area, between other portions of their networks, shall be accomplished using the existing toll telephone network. Such traffic shall be subject to the appropriate switched access charges as tariffed with the applicable governing authority.
- 3.3 This Agreement also provides for Reciprocal Compensation between the Parties for the exchange of Local Service Area Traffic as set forth in this Agreement.

- 3.4 The Parties agree that all Local Service Area Traffic will be exchanged via the facilities described in Section 4.1. In the event of catastrophic situations (i.e., a failure in the network), other facilities may be used by the Parties to exchange Local Service Area Traffic under this Agreement, including limited third party networks between the Parties. Absent catastrophic circumstances, terminating traffic determined to be greater than reasonably expected overflow from facilities other than those contemplated in Section 4.1 may be blocked on five business days' notice.
- 3.5 Reciprocal Compensation for the exchange of Local Service Area Traffic applies only when both Parties own and operate network facilities in the area where Local Service Area Traffic is exchanged over the connecting network arrangement described in Section 4.1. Reciprocal Compensation does not apply to any other types of traffic or in any other geographic area. This Agreement has no effect on the geographic area associated with local service for any other types of traffic other than the specific traffic exchanged and subject to Reciprocal Compensation under this Agreement. Further, Reciprocal Compensation does not apply to InterLATA toll traffic; any Cricket traffic other than two-way CMRS traffic; or to any other traffic that has not been specifically identified in this Section as subject to Reciprocal Compensation. This Agreement has no effect on the definition of services that either Party offers to its end user customers or on rate levels or rate structures either Party charges its end users for services.
- 3.6 The Parties agree that only Local Service Area Traffic will be exchanged via the facilities described in Section 4.1, except as provided for in Section 3.5.
- 3.7 The Parties acknowledge and agree that this Agreement is intended to govern the interconnection of traffic to and from the Parties' respective networks only. Traffic originated by a Party and delivered to the other Party for termination to the network of a non-party Telecommunications Carrier ("Non-party Carrier") may be delivered only with the consent of such Non-party Carrier or pursuant to Commission directive. If a Non-party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission. If a Non-party Carrier consents, then the Party performing such Intermediary Function ("Intermediary Carrier") will bill the other Party and the other Party shall pay a \$0.0016 per minute intermediary charge in addition to any charges the Party performing the Intermediary Function may be obligated to pay to the Non-Party Carrier. In order to bill the other Party for charges it is obligated to pay the Non-Party Carrier, the Intermediary Carrier must provide call volume information in sufficient detail to verify the amount of charges. The Parties agree that the charges the Intermediary Carrier may be obligated to pay to the Non-party Carrier may change during the term of this

Agreement and that the appropriate rate shall be the rate in effect at the time the traffic is terminated. As of the Effective Date of this Agreement, the Parties agree for purposes of this section that 10% of the traffic delivered to Rock Hill by Cricket and 10% of the traffic delivered to Cricket by Rock Hill is considered to be traffic for which Rock Hill is the Intermediary Carrier. When actual data regarding such traffic becomes available, the Parties agree to calculate the percentage of traffic subject to intermediary charges utilizing that data, provided that adjustments occur no more often than once per six months, and that any initial "true up" is limited to the prior 6 months. No compensation will be due Cricket from Rock Hill for terminating such traffic. Cricket shall not perform an Intermediary Function pursuant to this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

The Parties agree to interconnect their respective networks at negotiated POI(s) described in Appendix A or at any other technically feasible point, as mutually agreed upon from time to time and added to Appendix A. Additional points of interconnection will be subject to negotiated terms and conditions, including rates, which will be mutually agreed upon and added to Appendix B. Any different rate that Rock Hill asserts is required in connection with an additional Point of Interconnection requested by Cricket shall be determined using the applicable pricing standard in effect at the time.

The Parties agree to establish interconnect trunks of at least DS1 signal rates to exchange Local Service Area Traffic. These interconnect trunks will be bi-directional using two-way trunk groups between the Parties' networks and will be at a DS1 or multiple DS1 signal, or DS3 signal—(SONET where technically available—jointly engineered to a P.01 grade of service. Engineering of the trunks will conform to industry standards.(The technical reference for DS-1 facilities is Bellcore TR-NWT-000499. The technical reference for trunking facilities is Bellcore TR-NPL-000145.) Where both parties' Local Service Areas overlap, facility charges resulting from the lease of two-way facilities, used for the transport of Local Service Area Traffic between Parties, will be shared equally (i.e., 50/50).

4.2 Signaling

SS7 connectivity is required on both Parties' networks where it is technically available. SS7 connectivity will be provided in accordance with

the technical specifications of accepted industry practice and standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all Custom Local Area Signaling Service ("CLASS") features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, charge number, etc. All parameters related to network signaling information will also be provided, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. Cricket must interconnect, directly or indirectly, with the Rock Hill-designated Signal Transfer Points ("STPs") serving the Local Service Area in which Reciprocal Compensation traffic will be exchanged. Each Party may choose a third-party SS7 signaling provider to transport signaling messages to and from the other Party's SS7 network. Any third-party provider must present a letter of agency showing its authority to act on behalf of a Party in transporting SS7 messages to and from the other Party. The third-party provider for Cricket must interconnect with the Rock Hill-designated STP(s) serving the geographic area in which the traffic exchange trunk groups are located. (The technical reference for SS7 signaling is Bellcore TR-TSV-000905.) All SS7 messages exchanged between the Parties' networks shall be without cost to either Party.

5.0 COMPENSATION ARRANGEMENTS

5.1 LEC-CMRS Local Service Area Interconnection

The compensation for the termination of Local Service Area Traffic delivered by one Party to the other will be mutual and at the same rate according to the provisions of this Agreement. Each Party shall pay the other Party for terminating Local Service Area Traffic delivered to the other Party's network. The charges for terminating such traffic shall be at the rates set forth in Appendix B of this Agreement. These prices do not apply to any other types of traffic exchanged or for traffic exchanged in any other areas other than those set forth in this Agreement in Appendix A.

5.2 Rate Structure

Point(s) of Interconnection will be established between the Parties' facilities-based networks as specified in Appendix A for the exchange of Local Service Area Traffic that each Party delivers to this POI. The Parties have provisioned their respective transport facilities under the POI and meet-point, as set forth in Appendix A, and their respective network termination facilities in a manner such that the Parties agree to charge a single, combined, per terminated minute rate, as specified in Appendix B, which encompasses total compensation for transport, call termination, any tandem switching and any other facilities utilized to terminate Local Service Area Traffic.

5.3 Non-Recurring Charges.

The Parties agree to charge non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, transport facilities required to terminate the other Party's Local Service Area Traffic.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it reasonably believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Rock Hill and Cricket shall use commercially reasonable efforts to comply with the Implementation Schedule.
- 7.2 The Parties shall exchange technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic termination.
- 7.3 Thirty (30) days after the Effective Date and semi-annually (every six months) during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

- 7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System, as outlined in Appendix A to Part 64 of the FCC Rules.
- 7.5 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.6 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.7 Each Party is responsible for administering NXX codes assigned to it.
- 7.8 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier ("CLLI") codes assigned to its switches.
- 7.9 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore or its successor for maintaining the LERG in a timely manner. Both Parties agree to use the Rate Centers published in the LERG for all NPA-NXX codes to rate and charge toll to the originating and/or terminating end users, to the extent that such a practice does not violate Commission regulations or public laws.
- 7.10 Each party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.
- 7.11 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for

personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective when signed by both Parties ("Effective Date"). Either Party can terminate this Agreement effective after 120 days from the date on which the terminating Party provides written notice to the non-terminating Party.

8.2 Disputed Amounts. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the rate of one and one-half percent (1-1/2%) per month. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- (2) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees shall be liable to the other for Consequential Damages (as defined in Section 11.3).

10.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.
- (2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such

an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

- (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

11.0 LIMITATION OF LIABILITY

- 11.1 No liability shall attach to either Party, its officers, directors, parents, subsidiaries, affiliates, partners, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities under this Agreement) in the absence of gross negligence or willful misconduct.
- 11.2 Neither Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except for gross negligence or willful misconduct.
- 11.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

12.0 REGULATORY APPROVAL

This Agreement will be submitted to the Commission, and the Parties will specifically request that the Commission approve the terms and conditions of this Agreement as submitted. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

13.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

Judicial and administrative review of the FCC's Orders in CC Docket No. 96-98 are pending. The rates and terms of interconnection, service arrangements and compensation incorporated into this Agreement are subject to revision based on the outcome of any judicial and administrative decisions.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 Rock Hill is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 Cricket is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

14.3 Independent Contractors. Neither this Agreement, nor any actions taken by Rock Hill or Cricket, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Cricket and Rock Hill, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Rock Hill or Cricket in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Rock Hill and Cricket end users or others.

14.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances,

unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a Force Majeure Event"). If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

14.5 Confidentiality

14.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 14.5.2.

14.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or,

if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 14.5.1 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

14.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

- 14.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Carolina or its applicable state regulatory body without reference to conflict of law provisions.
- 14.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

14.8 Assignability. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

14.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To: Rock Hill Telephone Company	To: Cricket Communications, Inc.
330 East Black Street	10307 Pacific Center Court
Rock Hill, South Carolina 29731	San Diego, CA 92121
ATTN: VP, External Affairs	ATTN: VP, Legal

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

14.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

- 14.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 14.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 14.14 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
- 14.15 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 14.16 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. The Party upgrading its network shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

14.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or difference from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 10th day of July, 2003.

CRICKET COMMUNICATIONS, INC. ROCK HILL TELEPHONE
COMPANY

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____

APPENDIX A
DESIGNATION OF POINT OF INTERCONNECTION
FOR EXCHANGE OF LOCAL SERVICE AREA TRAFFIC

This Appendix specifies the physical interconnection point between Cricket Communications ("Cricket") and Rock Hill Telephone Company ("Rock Hill") for the exchange of Local Service Area Traffic between the CMRS network of Cricket and the local exchange carrier ("LEC") network of Rock Hill as specified in the AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION FOR TRANSPORT AND TERMINATION AND RECIPROCAL COMPENSATION OF LOCAL SERVICE AREA TRAFFIC dated July 10, 2003.

Cricket and Rock Hill agree to establish a Point of Interconnection ("POI") for the exchange of Local Service Area Traffic covered by this Agreement. Cricket and Rock Hill agree to connect 2-way type 2 trunks to provide two-way trunking between the Parties' networks at a junction point located at 330 East Black Street, Rock Hill, South Carolina. With respect to this POI, the Parties agree to provide (either directly or through a third party) transport and termination facilities from the POI to points in their respective networks for the purpose of terminating Local Service Area Traffic as specified in this Agreement.

Approved and executed this 10th day of July, 2003.

CRICKET COMMUNICATIONS, INC. ROCK HILL TELEPHONE COMPANY

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____

APPENDIX B
COMPENSATION RATE
FOR TRANSPORT AND TERMINATION OF LOCAL SERVICE AREA TRAFFIC

This Appendix specifies the compensation rate for the transport and termination of Local Service Area Traffic according to the AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION FOR TRANSPORT AND TERMINATION AND RECIPROCAL COMPENSATION OF LOCAL SERVICE AREA TRAFFIC between Cricket Communications, Inc. ("Cricket") and Rock Hill Telephone Company ("Rock Hill") dated July 10, 2003. Cricket and Rock Hill will charge each other the same rate per terminated minute of use for Local Service Area Traffic delivered by one Party to the other Party's network over the facilities specified in this Agreement. The single, per-terminated minute of use charge will compensate each Party for the cost of transporting, terminating, any tandem switching and the provision of any other facilities used in transporting and terminating Local Service Area Traffic under this Agreement, except as otherwise specified below.

The traffic balance will be reviewed quarterly for a determination as to whether or not the parties will compensate each other. Given that the Parties exchange all Local Service Area Traffic over the two-way direct trunk group, traffic shall be considered balanced when the quarterly examination of usage data indicates that each Party terminates at least 45% of the total traffic exchanged for three consecutive months, at which time the Parties will exchange traffic without billing the Reciprocal Compensation per minute rate for that quarter and future quarters, unless otherwise agreed to by both Parties. The Parties' agreement to eliminate a Reciprocal Compensation per minute rate carries with it the precondition regarding the threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable.

COMBINED TRANSPORT AND TERMINATION RATE:

Charge per terminated minute of use for
Local Service Area Traffic covered by this Agreement \$0.020

NONRECURRING CHARGES:

[Reserved for future use]

Approved and executed this 10th day of July, 2003.

CRICKET COMMUNICATIONS, INC. ROCK HILL TELEPHONE COMPANY

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____